

OFFICIAL AGENDA
TUESDAY June 4, 2019
Meeting Start Time: 9:30 a.m.
Board of County Commissioners
Yellowstone County, Montana
Stillwater Building
316 N. 26th Street, Room 3108
Billings, MT
9:00 a.m. Agenda Setting

Pledge to the Flag: Moment of Silence: Minutes

REGULAR AGENDA

9:30 a.m. BID OPENING

Bid Opening for Asphaltic Mix for 2019 - 2020 for the Public Works Department

PUBLIC COMMENTS ON REGULAR AGENDA ITEMS

1. FINANCE

Notice of Public Hearings for the Preliminary Budget for Fiscal Year 2019 - 2020 - Public Hearings Set for Monday June 17, 2019 at 9:00 a.m. and Continue through 5:00 p.m. June 20, 2019 in the Commissioners' Board Room 3108, Third Floor of the Stillwater Building

PUBLIC COMMENTS ON CONSENT AGENDA ITEMS

CLAIMS

CONSENT AGENDA

1. PURCHASING

- a. Request to Expend by the Facilities Department for Carpet Replacement on the 5th Floor of the Courthouse
- b. Recommendation to Reject all Bids Received for the Invitation for Bid for Yellowstone County Custodial Services
- c. Request to Expend by the Road & Bridge Department for Two New 5th Wheel Trucks

2. COMMISSIONERS

- a. BSEDA Federal Economic Development Agency Grant - Letter of Support
- b. Board Openings - Yellowstone County Compensation Board

3. COUNTY ATTORNEY

DUI Task Force Speaker Contract with J.Chad Professional Training, LLC

4. FINANCE

Bond for Lost Warrant

5. **METRA PARK**

- a. Advertising Agreement between MetraPark and Singh Contracting
- b. CashLink, Inc. ATM Location Agreement

6. **PUBLIC WORKS**

- a. Recommendation for Bid Award to Titan Machinery for the Peumatic Tired Roller for the Public Works Department
- b. Invitation for Bid for a New 2019 or Newer Tractor Mower

7. **HUMAN RESOURCES**

PERSONNEL ACTION REPORTS - County Attorney - 1 Appointment; **Sheriff's Office** - 1 Appointment; **Detention Facility** - 4 Salary & Other, 2 Terminations

FILE ITEMS

1. **CLERK AND RECORDER**

Board Minutes - Broadview Rural Fire District #3 and Lockwood Water and Sewer District

2. **COMMISSIONERS**

- a. Letter from Governor Bullock Regarding Notice of Renewable Resource Grant Award
- b. Letter from Montana Federation of Public Employees Regarding the Creation of a New Position in Justice Court

3. **FACILITIES**

Applications from Planned Parenthood and Sunshine Committee to Use the Courthouse Lawn

PUBLIC COMMENTS ON COUNTY BUSINESS

B.O.C.C. Regular

Agenda Item

Meeting Date: 06/04/2019

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Bid Opening for Asphaltic Mix for 2019 - 2020 for the Public Works Department

BACKGROUND:

N/A

RECOMMENDED ACTION:

Refer the bids to staff for recommendation.

B.O.C.C. Regular

Agenda Item

Meeting Date: 06/04/2019

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Notice of Public Hearings for the Preliminary Budget for Fiscal Year 2019 - 2020 - Public Hearings Set for Monday June 17, 2019 at 9:00 a.m. and Continue through 5:00 p.m. June 20, 2019 in the Commissioners' Board Room 3108, Third Floor of the Stillwater Building

BACKGROUND:

See Attached Notice.

RECOMMENDED ACTION:

Approve and Publish.

Attachments

Notice of Budget Hearings

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Yellowstone County, Montana has completed the preliminary budget proposals for fiscal year 2019-2020 and will conduct public hearings on said budget. The proposed budget also contains the proposed use of the statutory permissive medical levy. The preliminary budget will be placed on file and will be open for public inspection in Room 3101, third floor, Stillwater Building (316 North 26th Street) on June 14th. The Board of County Commissioners of Yellowstone County will commence the hearings on **Monday June 17, 2019 at 9:00 a.m. and continue hearings through 5:00 p.m. Friday June 20, 2019 in the Commissioners' Board Room 3108, third floor of the Stillwater Building,** and any taxpayer may appear at said hearings and provide testimony either for or against any part of the proposed budget. If more information is desired, you may contact the Board of County Commissioners, Room 3101, third floor, Stillwater Building (316 North 26th Street) or call (406) 256-2701.

DATED this 4th day of June, 2019.

/s/ Jeff Martin, Clerk and Recorder

Yellowstone County, Montana

Notice to run June 7 and June 14

B.O.C.C. Regular

Agenda Item 1. a.

Meeting Date: 06/04/2019

Title: Request to Expend, Facilities, Carpet Replacement 5th Floor
Courthouse

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Request to Expend by the Facilities Department for Carpet Replacement on the 5th Floor of the Courthouse

BACKGROUND:

The Facilities Department is requesting Commissioner approval for carpet replacement on the 5th Floor of the Yellowstone County Courthouse. The cost to replace the 25 year old carpet in rooms 516 & 517 is \$9,055.00. The purchase was anticipated and included on the FY 2019 approved Capital Expenditures list.

RECOMMENDED ACTION:

Approve the Request and return a copy to Purchasing

Attachments

RTE, Facilities, 5th Floor Carpet



Yellowstone County

Request to Expend

This form is to be completed for all Capital outlay requests (a single item costing \$1500.00 or more or a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed Requisition. The Account Code numbers, and budget balance lines must be completed by the requesting Department. Please use the most recent budget report to obtain this information. This will be verified by the Purchasing Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioner approval is required prior to placing the order.

Item(s) Requested:

Carpet tiles (2002) for rooms 516 and 517
in the courthouse

Cost: \$9,055.00

Other Costs: _____

Less Trade-in / Discount _____

Net Cost of Request \$9,055.00

Explanation of Purchase

Replace 25 year old carpeting. Accepting 2002
alternative.

Budget Information

Account Numbers: 4050.000-599.411200.920

Budget Balance: \$9,696.26

Is this a budgeted item? YES

Finance Note: Annual Carpet Replacement \$15,000

COMMISSIONER ACTION

Approved: YES ___ NO ___

Tabled: _____

Date: _____

Votes: YES NO

Chairperson _____

Member _____

Member _____

[Signature]

Purchasing Agent

5-29-2019

Date

**Yellowstone County
Courthouse Carpet Replacement
Quote Sheet**

The County reserves the right to reject any bids that are incomplete, conditional, have omissions, or have irregularities.

By submitting the bid, the contractor acknowledges that he is familiar with the bid documents, the facilities, and the sites.

- | | |
|--------------------------------------------|----------------------|
| 1. Lump sum cost – 516 – 17 oz | <u>\$4,098.00</u> |
| 2. Alternative Lump sum cost – 516 – 20 oz | <u>\$4,400.00</u> |
| 3. Lump sum cost – 517 – 17 oz | <u>\$4,344.00</u> |
| 4. Alternative Lump sum cost – 517 – 20 oz | <u>\$4,655.00</u> |
| 5. Date that work will begin | <u>TBD</u> |
| 6. Days needed for completion | <u>1.5 – 2 weeks</u> |

Provide Specification Sheets for materials to be used.

Provide three references from similar projects – Western Municipal, Northern Broadcasting, Adult Resource Alliance

Pierce Flooring
Company Name

Jeff Anderson
Authorized Representative

2950 King Ave W.
Mailing Address

Billings, MT 59102
City, State and Zip Code

406-652-4666
Telephone Number

5/20/19
Date

I acknowledge receiving the following addenda, if applicable:

#1
Initials Date

#2
Initials Date

#3
Initials Date

B.O.C.C. Regular

Agenda Item 1. b.

Meeting Date: 06/04/2019**Title:** Recommendation to Reject All Bids for IFB Yellowstone County
Custodial Services**Submitted For:** James Matteson, Purchasing Agent**Submitted By:** James Matteson, Purchasing Agent

TOPIC:

Recommendation to Reject all Bids Received for the Invitation for Bid for Yellowstone County Custodial Services

BACKGROUND:

Yellowstone County released an Invitation for Bid for Custodial Services on April 23rd, 2019. Two bids were received and opened on the May 21st, 2019 regular Board Meeting. Bids were referred to Committee for review. The low bidder notified the County that they mistakenly failed to properly calculate the Montana prevailing wage in their bid, coupled with that the IFB may have inadvertently mischaracterize the Scope of Work and requirements of the services, as such, it is recommended that all bids be rejected, bid bonds returned and a new Invitation for Bid be prepared for release.

RECOMMENDED ACTION:

Approve the Recommendation and return a copy to Purchasing.

B.O.C.C. Regular

Agenda Item 1. c.

Meeting Date: 06/04/2019**Title:** Request to Expend, Road & Bridge, Two New 5th Wheel Trucks**Submitted For:** James Matteson, Purchasing Agent**Submitted By:** James Matteson, Purchasing Agent

TOPIC:

Request to Expend by the Road & Bridge Department for Two New 5th Wheel Trucks

BACKGROUND:

The Public Works, Road & Bridge Department is requesting Commissioner approval for the purchase of two new 5th wheel trucks to replace two older model trucks. An Invitation to Bid was released on September 25th, 2018, with bid opening on October 16th, 2018, and the bid award on the Board October 23rd, 2018 meeting.

The successful bid for the new trucks was provided by I-State Truck Center, Inc for \$121,482.50 each, less a trade-in of \$13,500.00 each, for a net total expenditure of \$215,965.00. The purchase was anticipated and included on the FY 2019 approved Capital Expenditure list.

RECOMMENDED ACTION:

Approve the request and return a copy to Purchasing.

AttachmentsRTE, Road & Bridge, 2 New Trucks

YELLOWSTONE COUNTY
REQUEST TO EXPEND

This form is to be completed for all capital outlay requests (a single item costing \$500.00 or more with a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed purchase requisition. The account numbers and budget balance lines must be completed by the requesting department. Please use the most recent budget report to obtain this information. This data will be verified by the Purchasing Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioners approval is required prior to placing the order.

Item(s) requested: 2 new Freightliners 5th wheel trucks

Cost: 121,482.50 each total 242,965.00

Other costs: _____

Less trade-in/discount: 13,500.00 each 2 trade ins

Net cost of request: 215,965.00

Explanation of purchase: 2 new Freightliners 5th wheel trucks

less 2 trade ins 75% Road 25% Bridge

Public Works + [Signature] 5-30-19
Department Elected Official or Department Manager Date

BUDGET INFORMATION

2110 - 401 - 430200 - 940

Account Numbers: 2130 - 402 - 430²⁴⁴200 - 940

Budget Balance: 2110 - 940 = \$ 498,168.23
2130 - 940 = \$ 184,758.75

Is this a budgeted item? YES

Finance Note: _____

COMMISSIONER ACTION

Approved: Yes _____ No _____

Tabled: _____

Date: _____

Votes: Yes _____ No _____

Chairperson _____

Member _____

Member _____

[Signature] 5/30/19
Purchasing Agent Date

FINAL FY19 BUDGET

CAPITAL									
2110.000.401.430200.920	CAPITAL OUTLAY/BUILDING	62,000	12,880	181,000	211,000	161,908	63,250	(117,750)	
2110.000.401.430200.923	ROAD CONSTRUCTION/REPAIR	0	0	50,000	50,000	0	50,000	-	
2110.000.401.430200.940	CAPITAL OUTLAY-EQUIPMENT	701,862	293,083	748,912	1,084,977	1,076,915	718,425	(30,487)	
	CAPITAL TOTAL	763,862	305,963	979,912	1,345,977	1,238,822	831,676	(148,237)	
TRANSFERS									
2110.000.401.521000.820	TRANSFER TO OTHER FUNDS	0	0	0	39,000	38,611			
2110.000.401.521000.826	TRANSFER TO GIS	44,965	44,965	47,213	47,213	47,213	49,574	2,361	
2110.000.401.521000.829	TRANSFER TO CAPITAL IMP	100,000	100,000	150,000	150,000	150,000	150,000	-	
		144,965	144,965	197,213	236,213	235,824	199,574	2,361	
	TOTAL	10,004,762	8,073,722	10,018,606	10,018,606	8,706,957	9,817,082	(247,625)	
REQUESTS FOR ADDITIONAL OPERATING AND CAPITAL BUDGET OVER FY18 ORIGINAL BUDGET									
ACCOUNT NUMBER	EXPLANATION	AMOUNT							
			Approved						
2110.401.430200.920	Electrical hook up and wiring for new building (75% road, 25% bridge)	26,250							
2110.401.430200.920	Add LED lighting to front of cold storage building	1,000							
2110.401.430200.920	Raingutter for back of new building	6,000							
2110.401.430200.920	Repair storage building in Broadview	30,000							
	Total	63,250							
2110.401.430200.940	New 9 wheel roller less trade in	160,000							
2110.401.430200.940	3 New 5th wheel trucks less trade in (75% road 25% bridge)	258,750							
2110.401.430200.940	8 new grader wedge style plows	75,000							
2110.401.430200.940	New side mower & tractor less trade in	110,000							
2110.401.430200.940	Tree trimming truck with boom (75% road, 25% bridge)	112,500							
2110.401.430200.940	Dell Latitude 5414 Rugged Laptop-shop	2,175							
		716,425							
REQUESTS FOR CHANGES IN PERSONNEL FROM FY18									
POSITION	EXPLANATION FOR FTE, OVERTIME, OR TEMP SALARY CHANGE								

FINAL FY19 BUDGET

Bridge Fund - Expenditure Budget

Account	AMENDED FY17 BUDGET	FY17 ACTUAL	BUDGET FY18 ORIG	BUDGET FY18 AMEND	Through 6/30/18 FY18 ACTUAL	Approved FY19	Supplemental Approved
OPERATING							
2130.000.402.430244.220	OPERATING SUPPLIES	2,000					
2130.000.402.430244.231	GAS-OIL-GREASE-ETC	100,000	27,173	0	0	2,000	-
2130.000.402.430244.347	ADMINISTRATION SERVICES	180,000	42,391	180,000	148,309	180,000	-
2130.000.402.430244.354	ENGINEERING / TESTING	100,000	25,921	100,000	52,730	100,000	-
2130.000.402.430244.361	VEHICLE REPAIRS	50,000	40,689	50,000	33,081	50,000	-
2130.000.402.430244.370	TRAVEL/MOVING	1,000	891	1,000	957	1,000	-
2130.000.402.430244.380	TRAINING	1,000	400	1,000	920	1,000	-
2130.000.402.430244.398	VARIABLE CONTRACT SERVICE	40,000	4,413	40,000	4,980	40,000	-
2130.000.402.430244.400	BUILDING MATERIALS	225,000	49,550	300,000	290,000	300,000	-
2130.000.402.430244.533	EQUIPMENT RENTAL	20,000	1,601	20,000	2,196	20,000	-
2130.000.402.430244.850	CONTINGENCY	50,000	0	50,000	0	50,000	-
2130.000.402.430244.851	CONTINGENCY - PROTEST TAXES	93,000	0	74,000	0	27,000	(47,000)
	OPERATING TOTAL	862,000	193,029	918,000	243,174	871,000	(47,000)
CAPITAL							
2130.000.402.430244.920	CAPITAL OUTLAY/BUILDING	-	-				
2130.000.402.430244.932	BRIDGE CONSTRUCTION/REPLACEMENT	680,000	245,216	30,000	37,368	8,750	(21,250)
2130.000.402.430244.940	CAPITAL OUTLAY-EQUIPMENT	276,000	142,968	580,000	627,050	580,000	10,000
2130.000.402.430252.932	TSEP LAUREL ROAD BRIDGE	1,296,952	961,096	285,554	188,190	238,750	(46,804)
	CAPITAL TOTAL	2,252,952	1,349,280	895,554	852,607	837,500	(58,054)
TRANSFERS							
2130.000.402.521000.829	TRANSFER TO CIP		1,225,000		400,000		
	TRANSFER TOTAL	-	1,225,000	-	400,000	-	-
	TOTAL	3,114,952	2,767,309	1,813,554	1,495,781	1,708,500	(105,054)
REQUESTS FOR ADDITIONAL OPERATING AND CAPITAL BUDGET OVER FY18 ORIGINAL BUDGET							
ACCOUNT NUMBER	EXPLANATION	AMOUNT Approved					
2130.402.430244.920	Electrical hook up and wiring in new building (75% road, 25% bridge)	8,750					
2130.402.430244.940	New F-550 service truck	110,000					
2130.402.430244.940	Gas welder for service truck	5,000					
2130.402.430244.940	3 New 5th wheel trucks less trade in (75% road 25% bridge)	86,250					
2130.402.430244.940	Tree trimming truck with boom (75% road, 25% bridge)	37,500					
		\$ 238,750					

B.O.C.C. Regular

Agenda Item 2. a.

Meeting Date: 06/04/2019

Title: EDA Grant Letter of Support

Submitted By: Erica Wiley

TOPIC:

BSEDA Federal Economic Development Agency Grant - Letter of Support

BACKGROUND:

see attached

RECOMMENDED ACTION:

Consent and mail

Attachments

Ltr of Support

Yellowstone County



COMMISSIONERS

(406) 256-2701
(406) 256-2777 (FAX)

P.O. Box 35000
Billings, MT 59107-5000
commission@co.yellowstone.mt.gov

June 4, 2019

Denver Regional EDA Office
Angela Belden Martinez, Regional Director
1244 Speer Boulevard, Suite 431
Denver, CO 80204

Dear Angela Belden Martinez:

Our organization is writing this letter in support of Big Sky Economic Development Authority's application for a Federal Economic Development Agency Grant (Economic Development Assistance Program - EDA's Public Works and Economic Adjustment Assistance Programs). The purpose of this grant is to purchase and renovate a historic building in the heart of our federally designated Opportunity Zone in Billings' downtown core, with the goal of attracting private investment, fostering entrepreneurship, and creating jobs.

The project is consistent with the goals set in our Comprehensive Economic Development Strategy (CEDS). A strong example of this is the new Rock31 entrepreneurial resource center. Having a center in our region where start-ups and existing businesses can connect with mentors, work, and grow their business, while leveraging BSEDA's suite of support services is vital to our community's long-term economic growth. This grant will allow BSEDA to further execute their mission of providing leadership and resources for business creation, expansion, and retention in a facility that will meet the ever-changing needs of our community's businesses and entrepreneurs.

It is our intent to maintain our strong partnership with BSEDA as they look to strengthen support services for entrepreneurship in our region. The goal of having a one-stop center to encourage, train, and mentor entrepreneurs is at the heart of this effort, and BSEDA has our unqualified support and commitment to achieve this goal.

Thank you for your thoughtful consideration and support of the BSEDA application. The EDA's partnership with our community is greatly appreciated.

Sincerely,
BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Denis Pitman, Chairman

Donald W. Jones, Member

John Ostlund, Member

BOCC/emw

B.O.C.C. Regular

Agenda Item 2. b.

Meeting Date: 06/04/2019

Title: Board Openings

Submitted By: Erica Wiley

TOPIC:

Board Openings - Yellowstone County Compensation Board

BACKGROUND:

see attached

RECOMMENDED ACTION:

Consent and post

Attachments

Board Openings

YELLOWSTONE COUNTY BOARD OPENINGS

June 4, 2019

YELLOWSTONE COUNTY COMPENSATION BOARD	3 year	1 partial to 6/30/19
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APPLICATIONS FOR THE ABOVE POSITION WILL BE ACCEPTED
UNTIL 5:00 P.M. ON THURSDAY, JUNE 6, 2019

June 4, 2019

BOARD OF ADJUSTMENT	2 year	1 full to 12/31/19
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- NOTE: Eligible applicants for the above board must live outside of the limits of the City of Billings, but within the 4-1/2 mile zoning boundary. For further information, please contact Nicole Cromwell, Zoning Coordinator, at 657-8246.

CITY/COUNTY PLANNING: DIST 3	2 year	1 full to 12/31/20
CITY/COUNTY PLANNING: DIST 4	2 year	1 full to 12/31/20
CITY/COUNTY PLANNING: DIST 6	2 year	1 partial to 12/31/19

- NOTE: To be eligible for the above special district boards, applicants must live AND own property within the boundaries of the district. To find which planning district you live in, please contact the City/County Planning Division at 247-8676.

BLUE CREEK FIRE SERVICE AREA	3 year	2 full to 5/08/22
LAUREL CITY/COUNTY PLANNING	2 year	1 full to 6/30/20
LAUREL FIRE DISTRICT #7	3 year	2 full to 12/31/19 1 full to 12/31/20 2 full to 12/31/21
LAUREL URBAN FIRE SERVICE AREA	3 year	2 full to 6/30/22
SHEPHERD CEMETERY	3 year	1 full to 6/30/22

- NOTE: To be eligible for the above special district boards, applicants must live OR own property within the boundaries of the district.

HISTORIC PRESERVATION	2 year	1 partial to 12/31/19
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- NOTE: The above appointment may have certain occupational requirements for eligibility. Please contact Lora Mattox, Historic Preservation Officer, at 247-8622.

BILLINGS URBAN FIRE SERVICE AREA ADVISORY BOARD	3 year	2 partial to 12/31/19 2 full to 12/31/20 1 full to 12/31/21
LOCKWOOD PEDESTRIAN SAFETY DISTRICT ADV.	3 year	2 full to 12/31/19 1 full to 12/31/21

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00 P.M. ON THURSDAY, JULY 4, 2019

May 7, 2019

WORDEN BALLANTINE WATER & SEWER	6 year	1 partial to 12/31/20
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- NOTE: To be eligible for the above special district boards, applicants must live OR own property within the boundaries of the district.

APPLICATIONS FOR THE ABOVE POSITION WILL BE ACCEPTED
UNTIL 5:00 P.M. ON THURSDAY, JUNE 6, 2019

Applications can be picked up in Room 3101 of the Stillwater Building at 316 N 26th Street, downloaded from our website at www.co.yellowstone.mt.gov under the Commissioners page, or call 256-2701 to have an application mailed to you.
For a contact name for further information about a board you are interested in, please contact us at 256-2701.

All applications should be returned to:
Board of County Commissioners
P.O. Box 35000
Billings, MT 59107-5000

B.O.C.C. Regular

Agenda Item 3.

Meeting Date: 06/04/2019

Title: DUI Task Force Speaker Contract

Submitted For: Kevin Gillen, Chief Deputy Civil Division

Submitted By: Julie Elwell

TOPIC:

DUI Task Force Speaker Contract with J.Chad Professional Training, LLC

BACKGROUND:

Attorney Morgan Dake with the Yellowstone County DUI Task Force spoke to the BOCC last week about this contract for a speaker.

RECOMMENDED ACTION:

The Task Force would like for the BOCC to sign this contract for a speaker.

Attachments

DUI Task Force Speaker Contract



J. Chad Professional Training, LLC.

Presenter Agreement #20-018

This agreement is entered into by and between the **Yellowstone County DUI Task Force (hereinafter called the "County") (Billings, Montana) & J. Chad Professional Training, LLC.**

1. The parties agree as follows:
 - a. **GENERAL PURPOSE OF AGREEMENT:** Jermaine Galloway (J. Chad Professional Training) agrees to provide training for the **County**. Presenter agrees to provide requested information in the time frame requested.
2. **TOPIC OF PRESENTATION/S & TIMES:**
 - a. **Thursday, June 18, 2020 - 9:00 AM to 12:00 PM**
 - i. "High in Plain Sight" Drug Trends Presentations
3. **ALLOCATION OF FUNDS & DEPOSIT:** A \$1,900.00 speaker's fee AND all reasonable travel expenses: airport parking, business-class airfare to and from Billings, Montana, associated baggage fees, rental car, fuel, hotel accommodations and meals for which receipts are provided will be paid to J. Chad Professional Training.
 - a. **A \$400.00 deposit is requested prior to Friday, June 14, 2019.**
4. **CANCELLATION POLICY:** Unless otherwise specified, if **the County** cancels prior to **Friday, October 18th, 2019**, a cancellation fee of \$500.00 will still be due to J. Chad Professional Training, revoking any deposit paid. If canceled on or after **Friday, October 18, 2019**, \$700.00 will be due, revoking any deposit paid.
5. **TRAVEL ARRANGEMENTS:** All travel will be made and purchased by J. Chad Professional Training.

Please sign this page and scan/email to Jessica.

County Signatures:
Board of County Commissioners
Yellowstone County, MT

J. Chad Professional Training, LLC

Jermaine Galloway, Director/Owner

Denis Pitman, Commissioner

Donald W. Jones, Commissioner

John Ostlund, Commissioner

Attest:

Yellowstone County Clerk and Recorder

Address for Billing:

Yellowstone County DUI Task Force

Finance Office, Yellowstone County Courthouse

Billings, MT 59101

Ph. 406-256-2718

B.O.C.C. Regular

Agenda Item 4.

Meeting Date: 06/04/2019

Title: Bond for Lost Warrant

Submitted By: Anna Ullom, Accountant

TOPIC:

Bond for Lost Warrant

BACKGROUND:

Stale check, Bond for lost warrant signed and returned.

RECOMMENDED ACTION:

Approve reissue.

Attachments

BFLW

BOND FOR LOST WARRANT

On August 10, 2010, Yellowstone County issued a warrant numbered 821282 to Jarred G Anglin (Principal) in the amount of \$272.05. The warrant was drawn as payment for a payroll check for Clothing Allowance. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$272.05 to replace the lost or destroyed warrant.

WHEREFORE, Principal agrees to indemnify and hold harmless Yellowstone County and its officers from all loss, costs, or damages incurred as a result of issuing the duplicate warrant, should Yellowstone County issue a duplicate warrant, and agrees to release any and all claims that principal may have against Yellowstone County now or in the future as related to payment of the above stated claim. Principal also agrees to pay to any person entitled to receive payment under the original warrant, as the lawful holder of the original warrant, all monies received upon the duplicate warrant.

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$544.10 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Signed this 16th day of May, 2019.

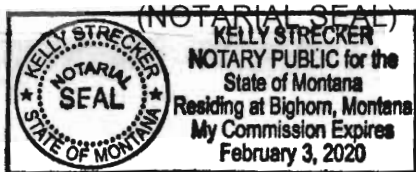
[Signature]
Principal

[Signature]
Principal

1222 Mossman Dr
Mailing Address for replacement check

Billings, MT 59105

SUBSCRIBED AND SWORN to before me this 16th day of May, 2019.



Kelly Strecker
Notary public for the State of Montana
Residing at Bighorn, MT
My commission expires February, 3 2020

APPROVED:

Chair, Board of County Commissioners

Date

Replaced with warrant # _____ (completed by County)

2/25/19

B.O.C.C. Regular

Agenda Item 5. a.

Meeting Date: 06/04/2019

Title: MetraPark - Ad Agreements

Submitted For: Ray Massie, Marketing and Sales Director

Submitted By: Darcie Winkler

TOPIC:

Advertising Agreement between MetraPark and Singh Contracting

BACKGROUND:

Ad agreements for MetraPark to be signed by BOCC

RECOMMENDED ACTION:

Approve

Attachments

Singh Contracting Attachment A
Singh Contracting Attachment B
Singh Contracting Attachment C
Singh Contracting Ad Agreement

ATTACHMENT A

This Attachment “A” is incorporated into the Advertising Agreement dated May 13, 2019 between SINGH CONTRACTING (“Advertiser”), and YELLOWSTONE COUNTY, MONTANA (“Provider”).

ADVERTISING SPECIFICATIONS

PERMANENT SIGNAGE

OUTDOOR

Two (2) permanent signs on 6th Avenue with 2 6’3” x 19’5” backlit, full-color logo signage
One (1) permanent sign on 4th Avenue 3’ x 8’ backlit, full-color logo sign in the lower left side
One (1) permanent sign on 1st Avenue 4’ x 15’ backlit, full-color logo sign on the right side of structure

ARENA (ALL PROVIDER RESPONSIBLE)

One (1) Arena Fascia sign above the Skyboxes approximately 3’ x 12’ backlit, full-color sign
One (1) sign inside the arena west side backlit, full-color logo sign. Size 3’ x 10’
One (1) sign above the video screen on the south wall of the arena. Size 4’ x 18’
Two (2) signs above arena vomitory one east side, one west side. Both backlit, full-color logo signs. Size 4’ x 10’.
Two (2) Vinyl signage treatments, one on each concourse of the arena. Size approximately 10’ x 4’.

OTHER ASSETS

Link to your business from MetraPark.com to aid in Search Engine Marketing.

E-mail advertising to the ticketing database of MetraPark 12 times annually. You provide ad and link

A \$2,500 annual ad program with MontanaFair at no additional cost for length of agreement.

Advertiser will receive tickets to any show or event at MetraPark. Tickets at sponsor discretion. Total maximum retail value of tickets limited to \$10,000 annually in this provision.

RED CARPET CLUB

The MetraPark Red Carpet Club is a membership based ticketing club with the following member benefits:

No Line Ticketing - As a member, you will have the option to purchase tickets prior to the general public on sale.

Preferred Seating - For most events, the Red Carpet Club has an allotment of choice seating available. Call the Box Office for any event to ensure ticket availability and seating preference. Corporate members are allowed to purchase up to eight tickets.

ADVERTISER ACKNOWLEDGES THIS IS A FULL AND COMPLETE UNDERSTANDING OF ASSETS OFFERED BY THE PROVIDER IN CONNECTION WITH THIS AGREEMENT.

ADVERTISER INITIALS AND DATE

ATTACHMENT B

This Attachment “B” is incorporated into the Advertising Agreement dated May 13, 2019 between SINGH CONTRACTING (“Advertiser”), and YELLOWSTONE COUNTY, MONTANA (“Provider”).

PAYMENT SCHEDULE

Advertiser agrees to make and Provider accept bi-monthly payments for the advertising fees in this agreement. Payments will be made on or before the due dates. Payment schedule follows:

Agreement Year 1

September 1, 2019	\$13,000
October 1, 2019	\$13,000
November 1, 2019	\$13,000
December 1, 2019	\$13,000
February 1, 2020	\$13,000
April 1, 2020	\$13,000

Agreement Year 2

September 1, 2020	\$13,325
October 1, 2020	\$13,325
November 1, 2020	\$13,325
December 1, 2020	\$13,325
February 1, 2021	\$13,325
April 1, 2021	\$13,325

Agreement Year 3

September 1, 2021	\$13,658.33
October 1, 2021	\$13,658.33
November 1, 2021	\$13,658.34
December 1, 2021	\$13,658.33
February 1, 2022	\$13,658.33
April 1, 2022	\$13,658.34

Agreement Year 4

September 1, 2022	\$14,000
October 1, 2022	\$14,000
November 1, 2022	\$14,000
December 1, 2022	\$14,000
February 1, 2023	\$14,000
April 1, 2023	\$14,000

Extension Decision required by May 31, 2023

Agreement Year 5

September 1, 2023	\$14,350
October 1, 2023	\$14,350
November 1, 2023	\$14,350
December 1, 2023	\$14,350
February 1, 2024	\$14,350
April 1, 2024	\$14,350

Agreement Year 6

September 1, 2024	\$14,350
October 1, 2024	\$14,350
November 1, 2024	\$14,350
December 1, 2024	\$14,350
February 1, 2025	\$14,350
April 1, 2025	\$14,350

Agreement Year 7

September 1, 2025	\$14,350
October 1, 2025	\$14,350
November 1, 2025	\$14,350
December 1, 2025	\$14,350
February 1, 2026	\$14,350
April 1, 2026	\$14,350

Agreement Year 8

September 1, 2026	\$14,350
October 1, 2026	\$14,350
November 1, 2026	\$14,350
December 1, 2026	\$14,350
February 1, 2027	\$14,350
April 1, 2027	\$14,350

Agreement Year 9

September 1, 2027	\$14,350
October 1, 2027	\$14,350
November 1, 2027	\$14,350
December 1, 2027	\$14,350
February 1, 2028	\$14,350
April 1, 2028	\$14,350

Agreement Year 10

September 1, 2028	\$14,350
October 1, 2028	\$14,350
November 1, 2028	\$14,350
December 1, 2028	\$14,350
February 1, 2029	\$14,350
April 1, 2029	\$14,350

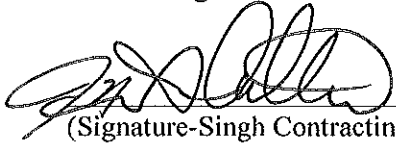
ADVERTISER ACKNOWLEDGES AND WILL ABIDE BY THE PAYMENT SCHEDULE

ADVERTISER INITIALS: _____ **DATED:** _____

ADDENDUM "C"

Reference Singh Contracting Ad Agreement with Yellowstone County

This addendum to an advertising contract between Singh Contracting and Yellowstone County, dated May 13, 2019 specifies the previous contract between the parties, dated February 25, 2019, is void and no longer in force.

 CEO
(Signature-Singh Contracting)

5/29/2019
Dated

Yellowstone County

Dated

ADVERTISING AGREEMENT

THIS ADVERTISING AGREEMENT is made and entered into this 13th day of May 2019, by and among SINGH CONTRACTING ("Advertiser"), and YELLOWSTONE COUNTY, MONTANA ("Provider").

WHEREAS, Yellowstone County/MetraPark has installed certain video display, scoreboard, electronic message center equipment and/or other components at, within or around MetraPark.

MetraPark retains the exclusive right to market and sell the advertising rights upon such equipment and other components and within, around and/or at such facilities, except as otherwise provided herein.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree to the following:

- I. Granting of Advertising Rights. Subject to the terms and conditions of this agreement, the Provider hereby grants to Advertiser the right to advertise on the specific equipment and other components (the "Equipment") and/or within or pertaining to the facilities (collectively, the "Facility") as more particularly described on Attachment A attached hereto and incorporated herein (the "Advertising Specifications"). The Advertising specifications hereunder shall be provided by Provider in accordance with Attachment A.
- II. Fabrication of Panel(s).

Inside Arena advertising:

PROVIDER is responsible for the cost and expense for all signage fabrication and installation of signage in specific locations as specified in "Attachment A".

Outside Arena advertising: PROVIDER shall be responsible for all cost and expense for fabrication for outside location of signage on 6th Avenue. PROVIDER is responsible for cost and expense of signage fabrication and installation on other outside signage for Advertiser as specified in "Attachment A"

Outside Arena advertising signage on 6th Avenue is the sole property of PROVIDER and all risk of loss, including but not limited to damage by natural causes, vandalism or theft is the sole responsibility of PROVIDER. PROVIDER shall insure, maintain and keep its signs in a safe condition and appearance.

Upon expiration or early termination of this Advertising Agreement, PROVIDER shall remove or have removed all of its exterior signage at PROVIDER'S sole cost and expense. PROVIDER shall repair any damage resulting from the erection, maintenance or removal of signage as Advertiser's sole cost and expense. All signage specifications are found in Attachment A.

Logos: Advertiser is solely responsible for submission of all logo and associated artwork for use on printed items, advertising panels, advertising copy, and promotional items. Advertiser shall reasonably cooperate with Yellowstone County/ MetraPark in connection with any such fabrication and shall pay upon demand (unless otherwise agreed in writing) any expenses incurred due to any change orders made by Advertiser with respect thereto. Advertising copy layout approval is required by Advertiser, and Provider.

- III. Term. This Agreement and the grant of Advertising hereunder shall be for five years beginning on June 1, 2019 and ending on May 31, 2024. This agreement may renew for an additional five-year term ending May 31, 2029 subject to provisions in Part V of this agreement.
- IV. Advertising Fees. In consideration for the Advertising, other on premise signage, if any, and custom programming or conversion, if any, Advertiser shall pay the sum of Seventy-Eight Thousand Dollars (\$78,000) the ("Advertising Fees") per Agreement Year, payable per Attachment B (Payment Schedule). The payments shall be directed to Provider at the address specified on the signature page hereof. Any applicable sales, use privilege, ad valorem, excise or other similar taxes in connection to this Agreement shall be paid by Advertiser.
- V. Right to renew. On or before May 31, 2023, Advertiser shall notify Provider in writing of its intent to terminate this Agreement. Notice shall be addressed to Provider at the address on the signature page hereof. In the event Advertiser fails to notify Provider by May 31, 2023, of intentions to terminate this Agreement, this Agreement shall continue in force with term ending May 31, 2029.

The parties agree that the annual advertising fee for this Agreement shall increase to by 2.5% per year beginning June 1, 2020. This increase in fee is not applicable during a second term of Agreement. The parties agree that a second term of Agreement would run from June 1, 2024 to May 31, 2029. Payment terms for the second five-year term are included in Attachment "B".

- VI. Casualty; Impairment; Extension. In the event of casualty, condemnation, material damage or destruction of the Equipment and other components, Provider shall timely replace or repair the Equipment and other components. In such event, or if the Facility is otherwise not used for scheduled events, Provider agrees to provide to Advertiser, an extension of the Advertising provided hereunder for events similar in type and exposure and held at the Facility, as deemed appropriate by Provider in the exercise of its reasonable discretion. Payment of all Advertising Fees due during any such extension shall be made in accordance with Section IV.
- VII. Nonpayment. In the case of Advertiser's failure to pay the Advertising Fees hereunder within twenty (20) days of due date, Provider shall have the right to declare immediately due and payable the present value (discounted using a 8.5% rate of interest) of all future payments together with amounts then owed, together

with reasonable attorneys' fees and costs, and/or pursue any other remedies available at law or in equity.

- VIII. Limitation of Liability. The entire liability of Provider to Advertiser, regardless of the form of action, whether in contract or in tort, will not exceed Advertising Fees paid during the 12-month period immediately prior to Advertiser's giving of notice of such claim. In no event will Provider be liable for any incidental, indirect, special or consequential damages to Advertiser, including, but not limited to, loss of use, revenues, profits or savings, even if Provider knew or should have known of the possibility of such damages. Except with respect to, and to the extent of, prepayments of Advertising Fees hereunder, Advertiser hereby releases Provider from any future claims, demands, actions, causes of action, liabilities or damages to the extent directly or indirectly resulting from (i) the negligence or fault of the Provider or the Provider's agents or employees with respect to its operation of the Equipment or otherwise, or (ii) any early termination of this Agreement by the Provider other than as a result of the negligent act or material breach.
- IX. No Warranties. EXCEPT FOR ANY WARRANTIES EXPRESSLY MADE IN ATTACHMENT A TO THIS AGREEMENT, PROVIDER EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- X. Assignment. This Agreement shall not be assigned by Advertiser nor shall Advertiser grant to any other person any of its rights without the prior written consent of Provider.
- XI. Marketing Materials. The Advertiser acknowledges and agrees that Provider may, and hereby authorizes Provider to take and utilize in any of its marketing materials photographs of the Equipment and inventory upon and after installation; provided, however, that the depiction of the Advertiser's (or their respective affiliates') trademarks or logos, if any, in such photographs shall be incidental to the principal subject, and the Equipment.
- XII. Miscellaneous. No party shall be liable for delay in performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, strikes, and delinquencies of suppliers, intervention of any governmental authority or acts of war or terrorism. The parties agree that if any part or provision of this Agreement is in any manner held to be invalid, illegal, void, or in any manner unenforceable, or to be in conflict with any law or, including but not limited to the NCAA, interscholastic governing bodies or the Provider's rules or regulations, then the validity of the remaining portions or provisions of this Agreement shall not be affected, and such part or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Agreement to the maximum extent permitted by law. This Agreement may be executed in any

number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Neither Advertiser, nor Provider are partners or joint ventures with the other or others.

Red Carpet Club Membership: See Attachment A

- XIII. Non-Disclosure. Advertiser acknowledges and understands that Provider is a public entity subject to public disclosure laws of the State of Montana and understands that agreements entered into by the Provider are subject to those laws.
- XIV. Exclusivity. During the term of this agreement and any extension thereof, Advertiser shall have exclusive right to display its name logo and/or any advertisement or message within the MetraPark Complex, consistent with the terms and conditions of this Advertising Agreement. The parties agree that Provider shall sell advertising on a tiered basis. Advertiser shall enjoy the top tier level of advertising in the MetraPark Complex. As such, under the terms of this Agreement, no other heating and cooling company is permitted to be a top tier advertiser in the Metra Park Complex. In addition, the parties to this Agreement understand that the MetraPark Arena is a multi-use complex that serves the entertainment, trade, athletic, agriculture and education needs of the region. As such, nothing contained in this Agreement restricts or interferes with Provider's ability to transact business to promote events into the Arena including events that may have sponsors who themselves are affiliated with "Heating and Cooling Companies" other than Advertiser and events so held in the MetraPark Arena shall be permitted to conduct their events to the extent necessary to insure a successful event. Including any sponsorship promotion within the ordinary course and scope of the event being promoted including but not limited to name, logo, and/or advertising message and display of product.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

ADVERTISER: SINGH CONTRACTING

By  _____

C.E.D.

Title

Dated

5/20/2019

PROVIDER: YELLOWSTONE COUNTY, MONTANA

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Denis Pitman, Chairman

Dated _____

Donald W. Jones, Member

Attest:

John Ostlund, Member

Jeff Martin
Yellowstone County Clerk and Recorder

Contact Information:
Board of County Commissioners
P.O. Box 35000

Billings, MT 59107
406.256.2701 (p)
406.256.2777 (l)
bocc@co.yellowstone.mt.gov

Payments to:
Yellowstone County
ATTN: Finance
P. O. Box 35003
Billings, MT 59107

ATTACHMENT A

This Attachment "A" is incorporated into the Advertising Agreement dated May 13, 2019 between SINGH CONTRACTING ("Advertiser"), and YELLOWSTONE COUNTY, MONTANA ("Provider").

ADVERTISING SPECIFICATIONS

PERMANENT SIGNAGE

OUTDOOR

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One (1) permanent sign on 4th Avenue 3' x 8' backlit, full-color logo sign in the lower left side
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ARENA (ALL PROVIDER RESPONSIBLE)

One (1) Arena Fascia sign above the Skyboxes approximately 3' x 12' backlit, full-color sign
One (1) sign inside the arena west side backlit, full-color logo sign. Size 3' x 10'
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Two (2) Vinyl signage treatments, one on each concourse of the arena. Size approximately 10' x 4'.

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Link to your business from MetraPark.com to aid in Search Engine Marketing.

E-mail advertising to the ticketing database of MetraPark 12 times annually. You provide ad and link

A \$2,500 annual ad program with MontanaFair at no additional cost for length of agreement.

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RED CARPET CLUB

The MetraPark Red Carpet Club is a membership based ticketing club with the following member benefits:

No Line Ticketing - As a member, you will have the option to purchase tickets prior to the general public on sale.

Preferred Seating - For most events, the Red Carpet Club has an allotment of choice seating available. Call the Box Office for any event to ensure ticket availability and seating preference. Corporate members are allowed to purchase up to eight tickets.

ADVERTISER ACKNOWLEDGES THIS IS A FULL AND COMPLETE UNDERSTANDING OF ASSETS OFFERED BY THE PROVIDER IN CONNECTION WITH THIS AGREEMENT.

ADVERTISER INITIALS AND DATE



ATTACHMENT B

This Attachment "B" is incorporated into the Advertising Agreement dated May 13, 2019 between SINGH CONTRACTING ("Advertiser"), and YELLOWSTONE COUNTY, MONTANA ("Provider").

PAYMENT SCHEDULE

Advertiser agrees to make and Provider accept bi-monthly payments for the advertising fees in this agreement. Payments will be made on or before the due dates. Payment schedule follows:

Agreement Year 1

September 1, 2019	\$13,000
October 1, 2019	\$13,000
November 1, 2019	\$13,000
December 1, 2019	\$13,000
February 1, 2020	\$13,000
April 1, 2020	\$13,000

Agreement Year 2

September 1, 2020	\$13,325
October 1, 2020	\$13,325
November 1, 2020	\$13,325
December 1, 2020	\$13,325
February 1, 2021	\$13,325
April 1, 2021	\$13,325

Agreement Year 3

September 1, 2021	\$13,658.33
October 1, 2021	\$13,658.33
November 1, 2021	\$13,658.34
December 1, 2021	\$13,658.33
February 1, 2022	\$13,658.33
April 1, 2022	\$13,658.34

Agreement Year 4

September 1, 2022	\$14,000
October 1, 2022	\$14,000
November 1, 2022	\$14,000
December 1, 2022	\$14,000
February 1, 2023	\$14,000
April 1, 2023	\$14,000

Extension Decision required by May 31, 2023

Agreement Year 5

September 1, 2023	\$14,350
October 1, 2023	\$14,350
November 1, 2023	\$14,350
December 1, 2023	\$14,350
February 1, 2024	\$14,350
April 1, 2024	\$14,350

Agreement Year 6

September 1, 2024	\$14,350
October 1, 2024	\$14,350
November 1, 2024	\$14,350
December 1, 2024	\$14,350
February 1, 2025	\$14,350
April 1, 2025	\$14,350

Agreement Year 7

September 1, 2025	\$14,350
October 1, 2025	\$14,350
November 1, 2025	\$14,350
December 1, 2025	\$14,350
February 1, 2026	\$14,350
April 1, 2026	\$14,350

Agreement Year 8

September 1, 2026	\$14,350
October 1, 2026	\$14,350
November 1, 2026	\$14,350
December 1, 2026	\$14,350
February 1, 2027	\$14,350
April 1, 2027	\$14,350

Agreement Year 9


September 1, 2027	\$14,350
October 1, 2027	\$14,350
November 1, 2027	\$14,350
December 1, 2027	\$14,350
February 1, 2028	\$14,350
April 1, 2028	\$14,350

Agreement Year 10

September 1, 2028	\$14,350
October 1, 2028	\$14,350
November 1, 2028	\$14,350
December 1, 2028	\$14,350
February 1, 2029	\$14,350
April 1, 2029	\$14,350

ADVERTISER ACKNOWLEDGES AND WILL ABIDE BY THE PAYMENT SCHEDULE

ADVERTISER INITIALS:



DATED:

5/20/2019

B.O.C.C. Regular

Agenda Item 5. b.

Meeting Date: 06/04/2019

Title: MetraPark - CashLink ATM Service

Submitted For: Ray Massie, Marketing and Sales Director

Submitted By: Darcie Winkler

TOPIC:

CashLink, Inc. ATM Location Agreement

BACKGROUND:

Agreement between MetraPark and CashLink for ATM Locations

RECOMMENDED ACTION:

Approve

Attachments

CashLink Agreement

CASHLINK, INC ATM LOCATION AGREEMENT

This ATM Location Agreement is entered into effective as of the 1st day of June, 2019 by and between CASHLINK INC, and YELLOWSTONE COUNTY/METRAPARK (Location Owner).

1. AGREEMENT

Location Owner hereby grants to CASHLINK an exclusive agreement to install and maintain automated teller machines (ATMs) at the following location:

MetraPark
308 6th Avenue North
Billings, MT 59101

2. TERMS OF AGREEMENT

- 2.1 This Agreement shall be in effect for a period of five years (5 years) from the effective date of this agreement as outlined above. ("Original Trial Term") and shall renew for an additional five year (5 year) terms. ("Renewal Term"). Either party may terminate this Agreement by giving the other party thirty (30) days prior written notice by registered or certified mail, return receipt requested.
- 2.2 CASHLINK may terminate this Agreement, in its entirety or with respect to one or more Sites, upon thirty (30) days written notice at any time as a result of, in CASHLINK'S sole opinion, insufficient usage at the ATM.
- 2.3 During the Original Term of this Agreement and any renewal terms thereof YELLOWSTONE COUNTY/METRAPARK shall not enter into any other agreements for, or otherwise permit the installation of any other type of similar equipment at any of the Sites.

3. LOCATION OWNERS FEE

- 3.1 CASHLINK INC agrees to pay YELLOWSTONE COUNTY/METRAPARK a FEE as outlined below.

20% on all paid surcharged transactions. Parties acknowledge First Interstate Bank customers do not pay transaction fees for use of CASHLINK machines. FEES owed under this agreement will be paid by the 15th of each month.

4. OBLIGATIONS OF MONTANA ATM SALES AND LOCATION OWNER

- 4.1 CASHLINK shall be responsible for the cost of the installation of each ATM in central and visible locations reasonably approved by CASHLINK, except that YELLOWSTONE COUNTY/METRAPARK shall provide and install, at its cost, the necessary electrical circuitry (standard 110 Volt outlet).

- 4.2 CASHLINK shall be responsible for compliance with all state and federal laws and regulations related to the processing of ATM transactions.
- 4.3 CASHLINK shall be responsible for all network, processing, monitoring, service and maintenance to the ATMs.
- 4.4 CASHLINK shall provide cash replenishment service to the ATM(s).

5. OBLIGATIONS AND ACKNOWLEDGMENTS OF LOCATION OWNER

YELLOWSTONE COUNTY/METRAPARK hereby acknowledges that the ATM is the property of CASHLINK. The ATM shall not under any circumstances constitute a fixture annexed to YELLOWSTONE COUNTY/METRAPARK'S real property and the ATM shall at all times remain free and clear of any claims, liens or encumbrances created by YELLOWSTONE COUNTY/METRAPARK.

YELLOWSTONE COUNTY/METRAPARK shall provide electricity (standard 110 V outlet), heating, cooling, and maintain an appropriate environment to allow regular use of the ATM.

6. INSURANCE

- 6.1 CASHLINK and YELLOWSTONE COUNTY/METRAPARK shall each be responsible to maintain appropriate insurance covering their respective interests.

7. DEFAULT

- 7.1 If either party is in breach or violation of any of its duties, covenants or undertakings under this Agreement and has not remedied the same within ten (10) days after notice in writing by the party not in breach, or if either party shall be adjudicated a bankrupt or if either party shall file voluntary bankruptcy or reorganization proceedings, or if either party shall become insolvent or suffer the appointment of a receiver of its assets or any part thereof, then same shall constitute a material default hereunder.

8. ASSIGNMENT

This Agreement shall be binding upon the parties, their successors, assigns and heirs, and YELLOWSTONE COUNTY/METRAPARK may not assign this Agreement without the prior written consent of CASHLINK, which consent shall not be unreasonably withheld.

9. AUTHORITY AND VALIDITY

YELLOWSTONE COUNTY/METRAPARK warrants and represents to CASHLINK that YELLOWSTONE COUNTY/METRAPARK has the full right, power and authority to execute this Agreement as of the date hereof.

10. APPLICABLE LAW/NOTICES /ATTORNEYS' FEES

Any notices under this Agreement shall be sent in writing by certified mail or registered mail to, CashLink, Inc., 4951 Whisper Way, BILLINGS, MT. 59106 and by first-class mail to YYELLOWSTONE COUNTY/METRAPARK at the address provided in Section 1. Such address for notice may be changed, from time to time, by notifying the other party in writing as provided herein of such change in address. THIS AGREEMENT SHALL BE GOVERNED ACCORDING TO THE INTERNAL LAWS OF THE STATE OF MONTANA AND ANY APPLICABLE REGULATORY LAWS.

11. ENTIRE AGREEMENT

THIS AGREEMENT AND THE OTHER DOCUMENTS EXECUTED IN CONNECTION HERewith, REPRESENT THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

SIGNATURES:

CASHLINK, INC

Signature

TRACY A. REITER

Printed Name

WILLIAM J. HUYSER

Title

SHARON A. HUYSER

Date

Date

B.O.C.C. Regular

Agenda Item 6. a.

Meeting Date: 06/04/2019

Title: Recommendation for Bid Award Pneumatic Tired Roller

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Recommendation for Bid Award to Titan Machinery for the Pneumatic Tired Roller for the Public Works Department

BACKGROUND:

The Public Works Department recommends awarding the Pneumatic Tired Roller Bid to the low bidder Titan Machinery for the bid price including the warranty, service option #1 less the trade in total purchase price is \$130,804.00

RECOMMENDED ACTION:

Award the bid to Titan Machinery

Attachments

Bids

YELLOWSTONE COUNTY BID TABULATION FORM

Department: Public Works

Date:
Tuesday May 28, 2019

Project: Pneumatic Tired Roller

Vendor Name	Bid Bond	Year, Manufacturer & Model	Does the Equipment meet all Specs.	Lump Sum	Less Trade In	Opt. Equip.	Est. Delivery Date
Tri State Truck & Equipment, Inc. PO Box 1298, Billings, MT 59103	X	2020 ABG/Volvo PTR240	Yes	\$134,201.00 – Warranty \$7,665.00 Option #1 \$4300.00, Option #2 \$600.00 Less Trade – In \$9,500.00 Amt. - \$124,701.00		N/A / 12/01/2019	
Tractor & Equipment Company PO Box 30158, Billings, MT 59107	X	2019 Caterpillar CW34	Yes	\$190,336.00 – Warranty \$4,502.00 Option #1 \$4,557.00, Option #2 N/A Less Trade- In \$7,500.00 Amt. - \$182,836.00		N/A / 9 – 12 Weeks	
Modern Machinery Company 7850 S. Frontage Road, Billings, MT 59101	X	2019 Hamm GRW 180i - 10	Yes	\$136,216.00 – Warranty \$2,286.00 Option #1 \$4,273.00, Option #2 \$4,961.33 Less Trade – In \$7,500.00 Amt. - \$128,716.00		N/A / October, 2019	
Titan Machinery 1728 Old Hardin Road, Billings, MT 59101	X	2019 Bomag BW28RH	Yes	\$130,409.00 – Warranty \$4,170.00 Option #1 \$1,975.00, Option #2 \$6,256.00 Less Trade –In \$5,750.00 Amt. - \$124,659.00		N/A / 12-2019	

B.O.C.C. Regular

Agenda Item 6. b.

Meeting Date: 06/04/2019

Title: IFB Public Works Tractor Mower

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Invitation for Bid for a New 2019 or Newer Tractor Mower

BACKGROUND:

Invitation for Bid for a new tractor mower to update our current fleet we are trading in one of our older tractor mowers

RECOMMENDED ACTION:

Approve the Invitation for Bid

Attachments

Bids

**INVITATION TO BID
YELLOWSTONE COUNTY, MONTANA
PUBLIC WORKS Tractor Mower**

Yellowstone County will receive sealed bids for the purchase of a New 2019 or Newer Tractor Mower per the enclosed specifications until 5:00 p.m. June 24th, 2019. Bids must be submitted to the Board of County Commissioners, P.O. Box 35000, Billings, MT 59107 or delivered to their office, 3rd Floor Room 3101-Stillwater Building, 316 North 26th Street, Billings, MT 59107. Envelopes containing bids must be marked "Public Works Tractor Mower" in the lower right hand corner.

All Bids received will be time and date stamped. The time and date stamped on each bid must indicate that it was received no later than 5:00 p.m. June 24th, 2019.

All timely bids will be opened and read aloud at 9:30 a.m. June 25th, 2019 in the Commissioners Board Room, 3rd Floor -Room 3108, Stillwater Building, located at 316 North 26th Street. All bids received that are time and date stamped later than 5:00 p.m. June 24th will not be opened.

All bids must include a bid security in favor of Yellowstone County in an amount equal to 10% of the total net bid. The security may consist of cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund c) a bid bond or bonds, original only, no copies, executed by a surety company authorized to do business in the State of Montana. Personal checks, business checks, and facsimiles will not be accepted for bid security.

All state laws pertaining to Resident Bidders, both State and County will be adhered to if applicable.

The Vendor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Vendor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Vendor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

Information relating to the bid specifications should be addressed to Greg Fisher at 406-256-6922. Questions concerning the bid procedure may be addressed to James Matteson at 406-256-2717.

The Board of County Commissioners will award the purchase of the Tractor Mower to the lowest and best responsible bidder. The Board reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid which best serves the interests of Yellowstone County.

Done by order of the Board of County Commissioners of Yellowstone County, MT this 4th day of June, 2019.

Board of County Commissioners
Yellowstone County, Montana

Denis Pitman, Chairman

Attest:

Jeff Martin
Clerk and Recorder

**PUBLIC WORKS DEPARTMENT NEW Tractor Mower
BID SHEET**

Please include this sheet with your bid documents.

Year, manufacturer and model of the Tractor Mower

Does the above equipment meet all specifications?

Yes ____ No

If no, attach a list and explanation of the specifications not in compliance.

Lump Sum Bid

\$ _____

Less Trade-in of

One used 1999 New Holland TS110 and Alamo side mower

Net Bid

Optional Equipment

Estimated delivery date

All bids for the proposed equipment must include delivery to the County Shop, 3321 King Avenue East, Billings, MT. The Yellowstone County Public Works Department defines delivery as both possession and acceptance of the equipment.

Company Name

Authorized Representative

Mailing Address

City, State and Zip Code

Telephone Number

Date

I acknowledge receiving the following addenda, if applicable.

#1 _____
Initials Date

#2 _____
Initials Date

3# _____
Initials Date

NEW 2019 OR NEWER TRACTOR MOWER

GENERAL SPECIFICATIONS

1. Actual horsepower rating shall be determined by use of mower attachment but no less than actual 100 engine rated horsepower
2. Will be a right hand side-mounted rotary mower

BASIC TRACTOR REQUIREMENTS

1. Enclosed cab structure with roll over protection
2. Wipers on front and back window
3. Work light package with LED lighting(front and rear facing)
4. Turn signal lighting with hazards
5. Must have factory or dealer installed LED beacon mounted on top of cab
6. Factory installed HVAC system
7. AM FM radio
8. Provisions for wiring in additional two way radio
 - a) Wiring will be run to an accessible location
 - b) Must be a 12v source that is ignition switched with a 20 amp fuse
9. All gauges and lettering must be in English
10. Must be manufactured for sale in the USA

MOWER HEAD

1. Shall be a rotary 2 or 3 blade style disc
2. Direct motor mounted with no drive shafts
3. Double row chain guarding on front and rear of mower deck
4. Bolt on replaceable knives
5. Must be able to cut a minimum of 72 in width
6. Must be able to cut up to 4 inch in diameter material
7. Must be mid mounted on right hand side of tractor

Hydraulic System

1. Shall use separate system for mower attachment.
2. Should be driven off of front of motor
3. All hoses will be secured and protected where needed
4. Functions will be controlled with a fully functioning proportional joystick from the operators seat

Warranty

1. 3 years or 3000 hours bumper to bumper on the tractor
2. 2 years or 2000 hours on the mower assembly

Additional

1. A complete set of shop manuals and parts books will be supplied.
2. Can be hard copy or disc

Trade in

1. 1999 New Holland TS110
2. Serial #04457
3. Alamo side mount rotary mower attachment
4. Tractor and mower are in working condition
5. Hour meter shows 5516 hours as of 5/23/2019
6. Sold as is where is

B.O.C.C. Regular

Agenda Item 7.

Meeting Date: 06/04/2019

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - County Attorney - 1 Appointment; Sheriff's Office - 1 Appointment; Detention Facility - 4 Salary & Other, 2 Terminations

BACKGROUND:

See Attached.

RECOMMENDED ACTION:

Approve

Attachments

PARS

MAY 29 2019

**YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT**

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Jeana Lervick Effective Date: 5/31/19
Current Title: Chief In-House Counsel/Legal Gr. Salary \$ 119,310.30
Title Change: Advisor Gr. Salary \$

Check as Applicable:

Regular Full Time:	<u>X</u>	New Hire:	<u>X</u>
Regular Part Time:	<u> </u>	Rehire:	<u> </u>
Temp Full Time:	<u> </u>	Termination:	<u> </u>
Temp Part Time:	<u> </u>	Promotion:	<u> </u>
Seasonal Hire:	<u> </u>	Transfer:	<u> </u>
Replaces position	<u> </u>	Demotion:	<u> </u>
Name <u>Dan Schwarz</u>	<u> </u>	Reclassification:	<u> </u>
New Budgeted Position	<u> </u>		
Other:	<u> </u>		

Funding: 2190 - 429 - 510333 - 111 Percent New Account
Percent Split Account

James Gieseth 5/28/19
Elected Official/Department Head Date

Section 2

Human Resources:	Finance:
Note: <u>R+S followed</u> ^{CV}	Note: <u> </u>
<u>Stigness</u> <u>5-29-19</u>	<u>James Jones</u> <u>5-29-19</u>
Director Date	Director Date

H.R. Comments: _____ Commissioner's Action
Approve Disapprove

Chair	<u> </u>	<u> </u>
Member	<u> </u>	<u> </u>
Member	<u> </u>	<u> </u>

Date entered in payroll _____
Clerk & Recorder - original
Human Resources - canary
Auditor - pink
Department - goldenrod

MAY 29 2019

**YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT**

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: BARNABY, NATASHA M Effective Date: 6/4/2019
Current Title: Sheriff Clerk Gr. C Salary \$ 13.16/HR
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time:	<u>XX</u>	New Hire:	<u>XX</u>
Regular Part Time:	_____	Rehire:	_____
Temp Full Time:	_____	Termination:	_____
Temp Part Time:	_____	Promotion:	_____
Seasonal Hire:	_____	Transfer:	_____
Replaces position	<u>XX</u>	Demotion:	_____
Name <u>Worden</u>		Reclassification:	_____
New Budgeted Position	_____		
Other:	_____		

Funding: 2300 - 134 - 420170 - 111 Percent 100 New Account _____
_____ - _____ - _____ - _____ Percent _____ Split Account _____

Elected Official/Department Head _____ Date _____

Section 2

Human Resources:
Note: R & S followed - CT
Stegman 5-29-19
Director Date

Finance:
Note: _____
James 5-29-19
Director Date

H.R. Comments:

Commissioner's Action
Approve Disapprove

Date entered in payroll _____
Clerk & Recorder - original
Human Resources - canary
Auditor - pink
Department - goldenrod

Chair _____
Member _____
Member _____

Section 1 is to be completed by the initiating department for recommended personnel changes

revised 02/13

MAY 22 2019

**YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT**

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: MILLER, JANAE Effective Date: 5/16/2019

Current Title: Detention Officer Gr. Salary \$ 19.76/HR

Title Change: Detention Officer/FTO Gr. Salary \$ 19.96/HR

Check as Applicable:

Regular Full Time: XX New Hire:

Regular Part Time: Rehire:

Temp Full Time: Termination:

Temp Part Time: Promotion:

Seasonal Hire: Transfer:

Replaces position Name Demotion:

New Budgeted Position Reclassification: XX

Other: XX

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account

 - - - Percent Split Account

 5/22/19
Elected Official/Department Head Date

Section 2

Human Resources: Finance:

Note: Note:

Shirley 5-22-19 James Jones 5-22-19
Director Date Director Date

H.R. Comments: Commissioner's Action
 Approve Disapprove

 Chair

Date entered in payroll Member

Clerk & Recorder - original Member

Human Resources - canary Member

Auditor - pink

Department - goldenrod

MAY 22 2019

**YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT
Section 1**

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: LANE, BLAINE Effective Date: 5/16/2019
Current Title: Detention Officer Gr. Salary \$ 19.76/HR
Title Change: Detention Officer/FTO Gr. Salary \$ 19.96/HR

Check as Applicable:

Regular Full Time: XX New Hire:
Regular Part Time: Rehire:
Temp Full Time: Termination:
Temp Part Time: Promotion:
Seasonal Hire: Transfer:
Replaces position Name Demotion:
New Budgeted Position Reclassification: XX
Other: XX

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
 - - - Percent Split Account

[Signature] 5/22/19
Elected Official/Department Head Date

Section 2

Human Resources: Finance:
Note: Note:

[Signature] 5-22-19 [Signature] 5.22.19
Director Date Director Date

H.R. Comments: Commissioner's Action
 Approve Disapprove

 Chair

Date entered in payroll Member

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: TOLAND, BRETT

Effective Date: 5/16/2019

Current Title: Detention Officer

Gr. _____ Salary \$20.35/HR

Title Change: Detention Officer/FTO

Gr. _____ Salary \$20.54/HR

Check as Applicable:

Regular Full Time: xx

New Hire: _____

Regular Part Time: _____

Rehire: _____

Temp Full Time:

Termination:

Temp Part Time: _____

Seasonal Hire:

Promotion: _____

Replaces position

Transfer:

Name _____

Demotion: _____

New Budgeted Position

Other: **xx**Reclassification: **XX**

Funding:	2300	-	136	-	420200	-	111	Percent	100	New Account
----------	------	---	-----	---	--------	---	-----	---------	-----	-------------

Percent	Split Account
100	100
90	90
80	80
70	70
60	60
50	50
40	40
30	30
20	20
10	10
0	0

Elected Official/Department Head

Date 5/2/11

Section 2

Human Resources:

Finance:

Note:

Note:

Director _____ Date _____

Director _____ Date _____

H.R. Comments:

Commissioner's Action

Approve Disapprove

Chair

Date entered in payroll

Member

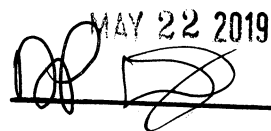
Clerk & Recorder - original

Member ON

Human Resources – canary

Auditor – pink

Department - goldenrod

MAY 22 2019


**YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT**

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: BIONDICH, JACOB M Effective Date: 6/2/2019
Current Title: Detention Officer Gr. Salary \$ 19.76/HR
Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time:	<u>XX</u>	New Hire:	<u> </u>
Regular Part Time:	<u> </u>	Rehire:	<u> </u>
Temp Full Time:	<u> </u>	Termination:	<u>XX</u>
Temp Part Time:	<u> </u>	(Voluntary)	
Seasonal Hire:	<u> </u>	Promotion:	<u> </u>
Replaces position	<u> </u>	Transfer:	<u> </u>
Name	<u> </u>	Demotion:	<u> </u>
New Budgeted Position	<u> </u>	Reclassification:	<u> </u>
Other:	<u>XX</u>		

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
 - - - Percent Split Account

 5/22/19
Elected Official/Department Head Date

Section 2

Human Resources:	Finance:
Note: <u> </u>	Note: <u> </u>
<u> </u> <u>5-22-19</u> Director Date	<u> </u> <u>5-22-19</u> Director Date

H.R. Comments: Commissioner's Action
 Approve Disapprove

 Chair

Date entered in payroll Member

Clerk & Recorder - original
Human Resources - canary
Auditor - pink
Department - goldenrod

Member 

MAY 23 2019

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: SHIRLEY, WOODROW Effective Date: 5/31/2019
Current Title: Detention Officer Gr. Salary \$ 22.50/HR
Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: XX New Hire:
Regular Part Time: Rehire:
Temp Full Time: Termination: XX
Temp Part Time: (Voluntary)
Seasonal Hire: Promotion:
Replaces position Name Transfer:
New Budgeted Position Demotion:
Other: Reclassification:

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
 - - - Percent Split Account

 5/22/2019
Elected Official/Department Head Date

Section 2

Human Resources: Finance:
Note: Note:
 5-23-19 5-23-19
Director Date Director Date

H.R. Comments: Commissioner's Action
 Approve Disapprove

 Chair

Date entered in payroll Member

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod

B.O.C.C. Regular

Agenda Item 1.

Meeting Date: 06/04/2019

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Board Minutes - Broadview Rural Fire District #3 and Lockwood Water and Sewer District

BACKGROUND:

N/A

RECOMMENDED ACTION:

Place to file.

Attachments

Broadview Rural Fire District #3

Lockwood Water and Sewer District

Lockwood Water and Sewer District

BROADVIEW RURAL FIRE DISTRICT #3

DIRECTORS MEETING

May 10, 2018

Directors Present: Mike Jansen, John Heiken, Vic Stephenson, Jr., Bill Jones

Others Present: Travis Jones, Steve Crites, Kendra Heiken,

Absent: Bret Conover

The meeting was called to order at 6:43 pm. The minutes of the May 10, 2018 meeting were reviewed and approved based on a motion made by Bill and seconded by Vic.

Treasurer's Report:

Account balance as of 7/31/2018 is \$29,046.10.

Old Business:

1. Interlocal Agreement: The county attorney is still working on drafting the interlocal agreement on behalf of the district and the Town of Broadview.
2. Firehall Addition: The frame is built; the bill so far to KG Post is \$48,314. There has been an additional \$3,825 paid for various bills; we are still waiting on invoices for dirt work and gravel. Travis obtained another bid for concrete that was closer to \$10,000. Pouring concrete is the next step.
3. DNRC is fulfilling their presence requirement by providing us with a 2015 Dodge fire truck.
4. Mill Levy: Still waiting on additional information. Will hold a special meeting once all info is gathered.

New Business:

None

Adjourn

Bill moved to adjourn the meeting. Vic seconded the motion. The meeting was adjourned at 7:33 p.m.

Chairman

Date

Secretary

Date

NEXT MEETING: SEPTEMBER 2018 - COMMUNITY CENTER

**MINUTES OF REGULAR MEETING
OF BOARD OF DIRECTORS
OF LOCKWOOD WATER AND SEWER DISTRICT**

February 13, 2019

The regular meeting of the Lockwood Water and Sewer District Board of Directors was held on February 13, 2019. President Peters called the meeting to order at 7:00 p.m. in the conference room of the Lockwood Water and Sewer District Office, 1644 Old Hardin Road, Billings, Montana.

Present at the meeting were Board members' Carl Peters, Nancy Belk, and Stuart Deans. Board members Merrill Walker and Carlotta Hecker were absent. Also present was Manager Mike Ariztia, Assistant Manager Tony Reed, Jill Cook of Morrison-Maierle, and Evelyn Pyburn, *Yellowstone County News*.

Attendance and Voting Record attached to minutes

APPROVAL OF MINUTES:

The minutes of the January 9, 2019 Board meeting were presented for approval. No corrections were noted.

- I. Nancy Belk moved to approve the minutes of the January 9, 2019 Board meeting as written. Stuart Deans seconded the motion. Motion carried.

NEW BUSINESS:

*** Approval of the 2019 health insurance renewal**

Terry McGuinness Insurance presented the renewal health insurance plans from Blue Cross/Blue Shield, Pacific Source, and Montana Health Co-op. After discussion, the Board approved the Blue Cross/Blue Shield G933PFR plan, which in essence is the same plan that is presently in effect.

- II. Stuart Deans moved to approve renewal of BCBS Plan G933PFR presently in effect. Nancy Belk seconded the motion. Motion carried.

Copy of insurance plans and rates attached to minutes

*** Approval to attend the Montana Rural Water Conference**

Manager Ariztia advised he would be attending the Rural Water Conference on February

20-22 in Great Falls, along with Nick Baker. No Board members are planning on attending.

Copy of Registration Form and Conference Agenda attached

*** Approval of Change Order No. 7 to the Water Intake Project**

Manager Ariztia advised Change Order No. 7 is what he would call a “cleanup” change order to take care of all the items the District was waiting on during the project. It includes errors in Change Order 5 and Change Order 3, which included a credit for the small VFDs. However, it was determined that the original size VFD was the proper fit, resulting in Western being reimbursed the credit issued to the District for the smaller VFD. Also contained in the Change Order was installation of the emergency piping connection that was put in with a permanent box over the top for future District use, if necessary. The total of Change Order No. 7 is \$6,037.45.

III. Nancy Belk moved to approve Change Order No. 7 in the amount of \$6,037.45. Stuart Deans seconded the motion. Motion carried.

Note: Update report on Intake Project set forth under Other Business below.

OLD BUSINESS:

*** Discussion on the District’s reserve capacity at the City of Billings wastewater treatment plant. Review of flows on the 2008 Wastewater Service Agreement, current flows, projected future flows, and possible strategies.**

Manager Ariztia advised this is a rather significant decision, and felt the matter should be tabled until the next Board meeting when the full Board was present.

The Board, however, did direct Manager Ariztia to contact the City of Billings regarding the possibility of reducing capacity. A Reserve Capacity Information Sheet was provided to the Board for review.

FINANCIAL REPORTS

The January Yellowstone County trial balance was not received.

Financial reports attached to the minutes are: Check/Claim Detail for the Accounting Period January, 2019; Trial Balance with Revenue and Expenditures for the Accounting Period January, 2019; Statement of Revenue Budget vs. Actual for the Accounting Period Statement, January, 2019; Statement of Expenditures - Budget vs. Actual Report for the Accounting Period January, 2019.

APPROVAL OF BILLS DUE FOR SIGNATURE:

- IV. Nancy Belk moved to approve payment of the bills submitted on the Check/Claim Detail List. Stuart Deans seconded the motion. Motion carried.

OTHER BUSINESS:

*** Intake Project Update**

The project is not yet finished. Western has pulled all the electrical equipment out of the pump station, replaced it with the new equipment, and put in new VFDs, so all the work surrounding the main issue has been completed.

An issue was noticed with pump number 3. When they installed the new VFDs, pump number 3 did not work. Western pulled the pump and sent it back to the manufacturer and sand was found inside the pump during startup. The pump is at the factory and they are ordering new parts for it. The parts will take about three weeks to arrive.

Pump number 1 is supposed to be pumping 2,000 gallons per minute, and it's only pumping about 1690 gpm, so it is about 300 gpm short of what it's supposed to put out. That pump will be pulled out and sent back to the factory for them to test too.

Jill Cook advised Western was trying to get the air purge working on line number 3, but they couldn't figure out what the problem was. Jill's opinion is maybe the two issues are related. Western Municipal is still working to get everything done within the March 31, 2019 deadline.

*** Johnson Lane and Prairie Drive property purchase update**

Morrison-Maierle finished the survey of the property. The application has been delivered, along with the purchase agreement and copy of the Certificate of Survey, to City/County Planning for review to approve splitting the property.

Jill advised she is working on the Johnson Lane, Prairie Drive water line extension. She has been working on specs and the survey has been started. Morrison-Maierle is aiming for bidding in July.

MANAGER REPORTS:

Manager Ariztia was contacted by Anna Miller of DNRC advising he would be receiving a call from the Army Corps of Engineers. The District's 2020 plan for water treatment plant improvements adding two filter trains was submitted, and the District will receive \$200,000 in funding from the Army Corps of Engineers to apply to the project.

There have been some comments and concerns raised surrounding the amount of expenses anticipated in the PER for the Phase III sewer project. The District may need to rethink some of the options the District has for placement of sewer lines to ascertain if there are other options to route sewer lines differently to reduce costs.

Manager Ariztia suggested a working group be formed with the Board members and the engineers to lay out the entire District, look at where the sewer lines are contemplated and research other options to reduce costs and service areas with less footage of pipe.

The matter will be discussed and reintroduced at a full Board meeting.

The water pumping record is as follows:

January, 2018	20,011,400
January, 2019	18,474,700

Wastewater record:

December, 2017	3,950,936
December, 2018	4,695,944

ADJOURNMENT:

- V. Nancy Belk moved to adjourn the meeting. Stuart Deans seconded the motion. Motion carried.

There being no further business to come before the Board, the meeting was adjourned at 8:25 p.m.

The next Board meeting will be held on March 13, 2019.


Attest


Attest

**MINUTES OF REGULAR MEETING
OF BOARD OF DIRECTORS
OF LOCKWOOD WATER AND SEWER DISTRICT**

March 13, 2019

The regular meeting of the Lockwood Water and Sewer District Board of Directors was held on March 13, 2019. President Peters called the meeting to order at 7:00 p.m. in the conference room of the Lockwood Water and Sewer District Office, 1644 Old Hardin Road, Billings, Montana.

Present at the meeting were Board members' Carl Peters, Nancy Belk, Carlotta Hecker, Merrill Walker and Stuart Deans. Also present was Manager Mike Ariztia, Assistant Manager Tony Reed, and Jill Cook of Morrison-Maierle.

Attendance and Voting Record attached to minutes

APPROVAL OF MINUTES:

The minutes of the February 13, 2019 Board meeting were presented for approval. On Page 2, Mr. Baker's name is "**Nick**," not Mick.

In the Intake Project Update under Other Business, President Peters suggested that it would be beneficial if the number of the pumps would be included in the minutes. Therefore, in paragraph 2 under the Update portion, the second sentence should read, "When they installed the new VFDs, pump 3 did not work."

Paragraph 3, first sentence, should read "One of the other pumps, pump 1, was supposed to be pumping 2,000 gallons per minute, and it's only pumping 1690 gpm . . ."

Paragraph 4, first sentence, should read, "Jill Cook advised Western was trying to get the air purge working on line 3, . . ."

- I. Carlotta Hecker moved to approve the minutes of the February 13, 2019 Board meeting as corrected. Merrill Walker seconded the motion. Motion carried.

NEW BUSINESS:

None.

OLD BUSINESS:

None.

FINANCIAL REPORTS

The February Yellowstone County trial balance indicated a balance due the District of \$8,839.70.

Financial reports attached to the minutes are: Check/Claim Detail for the Accounting Period February, 2019; Trial Balance with Revenue and Expenditures for the Accounting Period February, 2019; Statement of Revenue Budget vs. Actual for the Accounting Period Statement, February, 2019; Statement of Expenditures - Budget vs. Actual Report for the Accounting Period February, 2019.

APPROVAL OF BILLS DUE FOR SIGNATURE:

- II. Nancy Belk moved to approve payment of the bills submitted on the Check/Claim Detail List. Carlotta Hecker seconded the motion. Motion carried.

OTHER BUSINESS:

*** Intake Project Update**

Pumps 1 and 3 are still at the factory being repaired. There has not been an update on exactly what was wrong, but the parts are expected this week. Because Western Municipal has no control over what is going on with these pumps once they were pulled and sent to the factory, it is unlikely they will be able to meet the March 20th deadline for completion. They have requested that the deadline be extended to April 19th, which would be Change Order No. 8.

All the work associated with the specific issue of the VFDs is complete, and it was agreed not to charge Western Municipal liquidated damages for that portion of the project. The pump issues for pump 1 and pump 3 were not discovered until after the VFDs were installed. Manager Ariztia did not think it was unreasonable to allow another month for completion. Two pumps, pumps 2 and 4, are operating as they should be operating, which includes lines 2 and 4.

- III. Nancy Belk moved to approve Change Order No. 8 to extend the Intake Project Addendum deadline to April 19, 2019. Merrill Walker seconded the motion. Motion carried.

*** Johnson Lane and Prairie Drive property purchase update**

Manager Ariztia advised that all the documentation was submitted to City/County Planning for its review. After completion of the review, a list of small items that needed to be taken care of was provided to the District, but none were major.

Morrison-Maierle will do the official Mylars for the splitting of the property. Once the

Mylars are signed by the owners, title can be transferred. City/County Planning wants to record the split documents at the same time the deed is recorded for the transfer of ownership. Manager Ariztia will then contact a title company to start the transfer process.

Jill Cook advised a zone change will have to be applied for before building is started. The waterline is proceeding slowly right now because the survey was not accomplished before the large snowfall came. As soon as the snow melts, the survey will be completed.

*** Update on the District Reserve Capacity**

Manager Ariztia advised there was really no change in the status. He did, however, want to affirm with the Board one more time that they want him to go forward with a meeting with the City to inquire as to what the process would be for reduction of the reserve capacity. The Board reiterated their request for him to move forward in approaching the City to potentially reduce the reserve capacity.

*** 204 Hickory request to remove Phase 2 sewer assessment based on lot size**

The owner of 204 Hickory received a sewer service per tax code on each of its two lots, and accordingly, is required to pay a sewer assessment on each lot. The property is for sale, and is zoned R-150, which sets forth a lot size requirement of 15,000 square feet per lot. The smaller parcel is 13,650 square feet, so it does not meet the zoning requirements to be able to build upon or to sell as a separate lot under the provisions of Section 27-402, Billings, Montana City Code, "Nonconforming lots of record."

City/County Planning advised the owners that the two lots have to be sold as one property because the smaller lot does not meet the minimum zoning requirements. The property owners and buyer are questioning why they have to pay a sewer assessment on the smaller lot for something they can't use. According to District rules, consolidating properties does not eliminate the need to pay an assessment on both lots as there is a sewer service on each lot.

City/County Planning advised that there are options available to make the smaller lot a buildable or sellable lot. A variance can be requested; a lot line adjustment can be done, taking from the large lot to meet the requirements for the smaller lot to 15,000 square feet, or it can be re-zoned.

Due to the fact that these options are available, and in accordance with the rules of the District, it was the Board's decision to decline the request.

MANAGER REPORTS:

The water pumping record is as follows:

February, 2018	20,393,200
February, 2019	17,137,000

Wastewater record:

January, 2018	4,535,124
January, 2019	5,090,140

The Board requested that Exxon's discharge figures be included with the water usage and wastewater figures for Board review.

The 2018 Wipfli audit has been completed and Matt Hjelm is scheduled to present the report at the April meeting.

Manager Ariztia is tentatively scheduled to give a joint presentation with Big Sky Economic Development at one of the City Council work sessions to discuss expanding Lockwood's boundary to bring the TEDD into it.

Manager Ariztia stated the Rural Water convention went well and they attended quite a few classes. From what he learned, it appears the District will get the money it requested minus the RRGL funding.

President Peters asked if there were any legislative issues that were discussed. Manager Ariztia advised there was one legislative bill introduced to create a dispute resolution committee type organization for people who had issues with districts. Also, HB652 was just introduced, which includes funding for major building projects, and local water, wastewater, bridge and reclamation projects. The future of these bills is unknown at this point.

HB625 was introduced to eliminate numeric nutrient standards for water quality laws, and that passed the House and it's presently before the Senate Natural Resources Committee. Manager Ariztia attended a meeting concerning the Lockwood brown water plume and where it is now, and some of the steps they're taking to eliminate it, but that also is uncertain at this time.

Manager Ariztia suggested putting together a working group to re-look at the portions of Lockwood without sewer service to see what the original design was, where the mains were going, how different areas were planned to be serviced to see if there are alternatives and options that haven't been explored. Jill Cook will bring the topographic maps and the current pipe layout. A meeting will be held on March 27th at noon for Board members that wish to attend.

President Peters proposed the recording secretary's fee for attendance at the monthly meeting and preparation of the minutes be increased from \$125 to \$150 per meeting.

IV. Nancy Belk moved to increase the recording secretary's

fee from \$125 to \$150 per meeting. Stuart Deans seconded the motion. Motion carried.

ADJOURNMENT:

- V. Nancy Belk moved to adjourn the meeting. Stuart Deans seconded the motion. Motion carried.

There being no further business to come before the Board, the meeting was adjourned at 8:25 p.m.

The next Board meeting will be held on April 10, 2019.



Attest



Attest

B.O.C.C. Regular

Agenda Item 2. a.

Meeting Date: 06/04/2019

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Letter from Governor Bullock Regarding Notice of Renewable Resource Grant Award

BACKGROUND:

N/A

RECOMMENDED ACTION:

Approve

Attachments

Letter from Governor Bullock

OFFICE OF THE GOVERNOR
STATE OF MONTANA

Steve Bullock
GOVERNOR



Mike Cooney
LT. GOVERNOR

5/21/2019

John Ostlund
PO Box 35000
Billings, MT 59107

Yellowstone County Commissioners
RECEIVED

MAY 28 2019
C: K.C. Williams ✓
Tim Miller ✓

Re: Notice of Renewable Resource Grant Award

Dear John:

Congratulations! On behalf of the State of Montana, it is my pleasure to notify you that \$125,000 in Renewable Resource Grant and Loan Program (RRGL) funding has been awarded through House Bill 652 for the Yellowstone County DES Billings Bench Water Association Main Canal Rehabilitation, Phase 1 project.

Projects such as yours help conserve, manage, develop and protect Montana's renewable resources for future generations.

A grant manager from DNRC will be contacting you shortly with more information. Please feel free to contact Lindsay Volpe, RRGL Program Manager, at 406-444-9766 or lmvolpe@mt.gov, if you have any questions.

Again, congratulations and good luck on the successful completion of your project.

Sincerely,

A handwritten signature in black ink, appearing to read "SB", written over a horizontal line.

STEVE BULLOCK
Governor

B.O.C.C. Regular

Agenda Item 2. b.

Meeting Date: 06/04/2019

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Letter from Montana Federation of Public Employees Regarding the Creation of a New Position in Justice Court

BACKGROUND:

See Attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Letter from MFPE

Montana Federation of Public Employees

South Central Regional Service Area

510 N. 29th St. | Billings, MT 59101

Tel: 406.248.9820 | 800.398.0829

Fax: 406.248.2946



BOARD OF COUNTY COMMISSIONERS

c/o Yellowstone County

Stillwater Building, Room 3101

316 North 26th Street

Billings, MT 59101

**Yellowstone County Commissioners
RECEIVED**

MAY 29 2019
A handwritten signature in black ink, appearing to be "JD", is written over a horizontal line. The signature is stylized and cursive.

Dear Yellowstone County Commissioners:

I am submitting this letter as union representative of MFPE to advise you the union does not object to the creation of a new position in Justice Court as Assistant Supervisor, or to re-classify the current position of Administrative Coordinator from a Grade E to Grade F. I met with the respective judges in Justice Court, Supervisor Nadine Boyd, and Mary Ann Amen on March 28, 2019. Due to the ongoing added duties to assist the supervisor with managerial, training and disciplinary concerns, and the strong support of the judges and supervisor, the union does not object to noted action above to address Ms. Amen's position.

Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink, reading "Joseph Dompier", is written in a cursive style.

Joseph Dompier, Field Consultant
MFPE South Central Regional Service Area
510 North 29th Street
Billings, MT 59101
Office: 1-800-398-0829 • 406-248-9820
Cell: 406-670-0134
Email: jdompier@mfpe.org

Cc: Justice Court
Human Resources

B.O.C.C. Regular

Agenda Item 3.

Meeting Date: 06/04/2019

Title: Applications to Use Courthouse Lawn

Submitted For: Kenneth Williams

Submitted By: Linda Oberg

TOPIC:

Applications from Planned Parenthood and Sunshine Committee to Use the Courthouse Lawn

BACKGROUND:

N/A

RECOMMENDED ACTION:

N/A

Attachments

Planned Parenthood Courthouse Lawn App

Sunshine Committee Courthouse Lawn App



YELLOWSTONE COUNTY

APPLICATION FOR THE USE OF THE COURTHOUSE PARK

NAME OF ORGANIZATION Planned Parenthood Advocates of Montana

ADDRESS 1116 Grand Ave. Billings, MT 59101

PHONE NUMBER 865.696.4886

NAME OF CONTACT PERSON Julia Maxon // julia.maxon@ppmontana.org

NAME OF EVENT #StopTheBans Rally

PURPOSE OF EVENT Stand with Planned Parenthood

DATE(S) OF EVENT Tuesday May 21, 2019

TIME OF EVENT(include setup and tear down time) 11 ☒ am pm to 2 ☒ am pm

APPROXIMATE NUMBER OF PEOPLE EXPECTED TO ATTEND 50

DESCRIPTION OF ANY EQUIPMENT THAT MAY BE PLACED ON LAWN OR
SIDEWALKS ☒ TABLES ☒ TENTS ☒ TRAILERS ☒ PODIUM ☒ ANIMALS, ETC.).

supporters

IF YOU HAVE ANY EXAMPLES OF FLIERS OR INFORMATIONAL PACKETS YOU
WILL BE HANDING OUT, PLEASE INCLUDE WITH THIS APPLICATION.

PLEASE SUBMIT THIS APPLICATION TO ROOM 3201 OF THE STILLWATER BUILDING AT 316
NORTH 26TH STREET OR MAIL TO:

YELLOWSTONE COUNTY GENERAL SERVICES
PO BOX 35004
BILLINGS, MT 59107
PHONE: 256-2775
FAX: 256-6947

RULES FOR THE USE OF THE COURTHOUSE PARK

The Courthouse Park is a public park to be enjoyed by all citizens and visitors of Yellowstone County. To keep the park in the best possible condition, the following rules have been adopted by Yellowstone County.

1. All equipment and supplies needed for the event shall be provided by the applicant. Refuse shall be disposed of in the appropriate containers and/or removed from the park.
2. Any heavy objects such as trailers, equipment, animals, cooking equipment, garbage containers, ice chests, coolers, tents, etc., are not to be placed on the grass. Such items may be placed on the cemented areas only. The County reserves the right to review placement of all items on the Courthouse lawn and sidewalks to insure the adequate safety of the users and the public and to insure the best protection of the lawn, shrubs, trees, sidewalks, etc.
3. No vehicles of any kind shall be allowed in the park area.
4. Any damage to flowers, shrubs, sidewalks, trees, or any other County property in the Courthouse lawn area shall be itemized by the Facilities office and charged to the user within one week of the event.
5. No alcoholic beverages are allowed unless a permit is received from the Billings Police Department and provided to the County.
6. The Facilities Office (phone-256-2715) shall coordinate power usage, equipment placement, etc. All power cords, lights, and accessories shall be provided by the user.

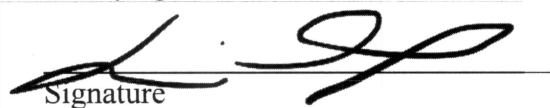
I, Julia Maxon

(Print Name)

FROM Planned Parenthood Advocates of Montana

(Organization)

hereby agree to the above rules for use of the Courthouse lawn on the date(s) of the event.


Signature

5/17/19 2:48 PM

Date/Time

Approved by Yellowstone County on 22nd day of May 2019.


Signature



YELLOWSTONE COUNTY

APPLICATION FOR THE USE OF THE COURTHOUSE PARK .

NAME OF ORGANIZATION Sunshine Committee

ADDRESS PO Box 35000, Bldg, MT 59107

PHONE NUMBER 256-2703

NAME OF CONTACT PERSON Paulette

NAME OF EVENT Sunshine Employee Picnic

PURPOSE OF EVENT To show employees our appreciation

DATE(S) OF EVENT Sept. 4th

TIME OF EVENT(include setup and tear down time) 9:30 am/pm to 3:00 am/pm

APPROXIMATE NUMBER OF PEOPLE EXPECTED TO ATTEND 150

DESCRIPTION OF ANY EQUIPMENT THAT MAY BE PLACED ON LAWN OR
SIDEWALKS (TABLES) TENTS, TRAILERS, PODIUM, ANIMALS, ETC.).

Chairs, BBQ

IF YOU HAVE ANY EXAMPLES OF FLIERS OR INFORMATIONAL PACKETS YOU
WILL BE HANDING OUT, PLEASE INCLUDE WITH THIS APPLICATION.

PLEASE SUBMIT THIS APPLICATION TO ROOM 3201 OF THE STILLWATER BUILDING AT 316
NORTH 26TH STREET OR MAIL TO:

YELLOWSTONE COUNTY GENERAL SERVICES
PO BOX 35004
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5. No alcoholic beverages are allowed unless a permit is received from the Billings Police Department and provided to the County.
6. The Facilities Office (phone-256-2715) shall coordinate power usage, equipment placement, etc. All power cords, lights, and accessories shall be provided by the user.

I, Paulette Turner-Byrd
(Print Name)

FROM Sunshine Committee
(Organization)

hereby agree to the above rules for use of the Courthouse lawn on the date(s) of the event.

Paulette Turner-Byrd
Signature

5/17/19 7:55 am
Date/Time

Approved by Yellowstone County on 22nd day of May 2019.

[Signature]
Signature